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RECIPROCAL EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, RAY SHARP (a single person) and Acme Land Company (hereinafter collectively called "GRANTORS"), are the owners, of certain tracts of real property (hereinafter called the "PROPERTY"), located in Jasper COUNTY, STATE OF MISSOURI and described in EXHIBIT "A" attached hereto and incorporated herein and, EXHIBIT "B" herein, both incorporated by reference.

WHEREAS, the Grantors propose to develop the Property for commercial purposes in phases, with each phase of development using a portion of the Property, but with the entire Property being used as one single parcel of land; and,

WHEREAS, the parties desire to insure that the Property will, at all times in the future, continue to be used as a single parcel of land, notwithstanding any future separation of title to portions of the Property, and that there shall always be a free flow of pedestrian and vehicular traffic over and across the roads and parking areas on the entire Property.

NOW, THEREFORE, for the purpose of providing for the continued use of the Property as a single integrated parcel of real estate for the purpose of providing adequate financing for all phases of development of the Property, and in consideration of other good and valuable considerations, the receipt of which is hereby acknowledged the Grantors do hereby impose the following restrictions and reservations on the Property, to which it shall be incumbent upon all successors in title to adhere. Said restrictions and reservations shall constitute covenants running with the land to benefit and burden all of the Property, irrespective of the manner of which title to the Property may be subsequently divided. Any person or persons, corporation, trust, partnership, or other legal entity whatsoever, hereafter becoming the owner, either directly or indirectly, through subsequent transfer or in any manner whatsoever of any portion of the Property shall take, hold and convey the same subject to the following:

1. The owner or owners of any portion or portions of the Property and their respective heirs, successors, assigns, tenants, customers, invitees and employees shall at all times have the right and privilege of use, both pedestrian and vehicular, for the purpose of ingress, and egress, passage XXXXXXXXXX in, to, upon and over any and all portions of the driveways, approaches, entrances, sidewalks and other facilities providing ingress and egress (hereinafter called "COMMON AREAS") which Common Areas are a part of those lands described in EXHIBIT "A" attached hereto, on which buildings are existing, or will be built at some future time. The owner or owners of portions of the Property shall have the right at any time to construct such permanent buildings as they may require on portions of the Property owned by them, which permanent buildings shall be deemed to not encroach on the Common Areas created by this instrument.
2. No owner of any portion of the Property shall at any time erect any sign, fence, wall, pole, pipe, post, structure or other facility so as to prevent the free flow of traffic over and across the Common Areas maintained on the Property, provided that the construction of permanent buildings referred to in the preceding paragraph shall be permitted. The ratio of parking area to building space on the Property, or portions thereof, shall at all times be maintained at a level sufficient to meet the requirements of the City of Oklahoma City, or other municipal or governmental authority having jurisdiction. The owner of any portion of the Property shall continuously maintain entries, exits and driveways and other Common Areas reasonably necessary in connection with such portion of the Property. Except as specifically provided in this Paragraph 2., it is not hereby intended to create any additional rights or liabilities, or restrict any rights which the owner or owners of the Property may now or hereafter have to erect, alter, repair or remove any and all improvements including paved parking now or hereafter located upon the Property.
3. Each owner reserves the right to construct such curbs and landscaped areas as said owner, in its sole discretion, deems reasonable and necessary for the control of vehicular traffic and to establish traffic patterns on said owner's property.

4. No metered or other parking charge shall be assessed in connection with the parking use on the Property.

5. The owner or lessee of each portion of the Property shall supervise, operate, manage, repair, replace and maintain all of the Common Areas lying within its particular portion as prescribed in any applicable lease in effect at any time. Each owner or lessee, if applicable, shall re-scribe and replace markings on the surface of the parking areas and driveways so as to provide for the orderly parking of automobiles and shall place or replace adequate exit and entrance and other traffic control signs and/or devices to direct traffic in and out of the parking areas in each particular portion.

6. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public or any public use or purpose whatsoever.

7. The restrictions hereby imposed cannot be terminated, amended or changed in any manner without the express written consent of all of the record owners of the Property and all mortgagees holding mortgages of record affecting any portion of the Property.

THIS AGREEMENT shall be construed according to the laws of the State of . If any clause or provision of this Agreement is illegal, invalid or unenforceable then, and in that event, it is the intention of the Grantors that the remainder of this Agreement shall not be affected thereby and it is also the intention of the Grantors that in lieu of each clause or provision that is illegal, invalid or unenforceable there shall be added as a part of this instrument a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the 1st day of JULY, 1988.

(Grantor) Ray Sharp  
By: RAY SHARP (a single person)  
personally

Ray Sharp President  
(Attorney) of corporate grantor  
(SEAL) Sharon P. Mueser  
PRINCIPAL

STATE OF MISSOURI TEXAS )  
COUNTY OF JACKSON MIDLAND ) SS

Now on this 1st day of July, 1988, appeared before me

RAY SHARP (a single person), known by me to be the last signed person; and she/he did sign this document in my presence. He/she did swear that he/she did so free of coercion of any kind and for the purposes therein stated. If signing in a corporate capacity for the Grantor, he/she is the Not Applicable of said corporation.



Commission Expires:

Mary C. Lyle  
Notary Public  
Mary C. Lyle

PAGE TWO OF TWO PLUS TWO EXHIBITS

RECORDER'S NOTE: Corporate seal not affixed.

MM 1348-283

STATE OF ~~MISSOURI~~ )  
                    ~~MISSOURI~~ ) ss  
COUNTY OF ~~CHANDLER~~ )

On this 1st day of July, 1988, before me, appeared Raymon D. Sharp, to me personally known, who, being by me duly sworn, did say that he is the President of Acme Land Company, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Raymon D. Sharp acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in ~~Jefferson~~ <sup>Midland, Texas</sup>, the day and year last above written.



Commission expires:

Mary C. Lyke  
Notary Public Mary C. Lyke

4-16-92

EXHIBIT "A"

LEGAL DESCRIPTION

All of Lots Numbered One (1), Two (2), Three (3), Four (4), Seventy-Three (73), Seventy-Four (74), Seventy-Five (75) and Seventy-Six (76), including the vacated alley abutting Lots One (1) through Four (4) on the North and Lots Seventy-Three (73) through Seventy-Six (76) on the South, and the South Half (S 1/2) of Continental Street abutting Lots Seventy-Three (73) through Seventy-Six (76), and All of Lots Five (5) and Six (6) including the South Half (S 1/2) of the vacated alley abutting the North side of said lots, all in Childress Addition to the City of Joplin, Jasper County, Missouri, except land taken for street and highway purposes, and subject to all easements, restrictions and rights-of-way of record.

EXHIBIT 'A' TO A RECIPROCAL EASEMENT AGREEMENT EXECUTED BY  
MR. RAY SHARP, A SINGLE PERSON, ON JULY 1, 1988.

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100-1040-236

In The Recorder's Office

RECEIVED

County of Jefferson, State of Mississippi, do hereby certify that

JOHN W. WHEAT is the owner of the land described in the 2<sup>nd</sup> day of September

AD 1908 in Jefferson County, Mississippi, P. M., duly filed for record in this

office, and is the record of this office to stand hereat 1343 at

SEP 2 1908

JOHN W. WHEAT, I have this day at my hand and official seal and

SEP 2 1908 the 2<sup>nd</sup> day of September A.D. 19 08.

JOHN WHEAT

Recorder

By John W. Wheat Deputy

FILED FOR RECORD

SEP 2 1908

Lodie H. Huggins



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## MISSOURI WARRANTY DEED

THIS INSTRUMENT, made on the 1<sup>st</sup> day of September, 1969, by and between RAY SHARP, a single person, of the County of Jasper, State of Missouri, Party of the First Part; and JOSEPH G. HANES, of the County of Tulsa, State of Oklahoma, Party of the Second Part. (Mailing address of first named Grantee is: 404 West Albuquerque, Tulsa, Oklahoma, 74011.

## W I T N E S S E T H

That the said Party of the First Part in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other valuable consideration to him paid by the said Party of the Second Part (the receipt of which is hereby acknowledged), does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said Party of the Second Part, his heirs and assigns, the following described lots, tracts or parcels of land, being and situate in the County of Jasper, State of Missouri, to-wit:

All of Lot Numbered Four (4) in CHILDRESS ADDITION to the City of Joplin, Jasper County, MO., according to the recorded Plat thereof; together with the South One-Half (S 1/2) of the vacated alley lying North of and adjoining said Lot Numbered Four (4) except land taken for street or highway purposes, and subject to all easements, restrictions and reservations of record.

TO HAVE AND TO HOLD the premises aforesaid with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining to the said Party of the Second Part, his heirs and assigns forever; the said Party of the First Part hereby covenanting that he is lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that he has good right to convey the same; that the premises are free and clear from any encumbrance done or suffered by him or those under whom he claims; and that he will warrant and defend the title to the said premises unto the said Party of the Second Part, and unto his heirs and assigns forever, against the lawful

1938 230

claims and demands of all persons whatsoever, except taxes for the year 1938 and thereafter.

IN WITNESS WHEREOF, the said Party of the First Part has hereunto set his hand and seal the day and year above written.

Ray Sharp  
Ray Sharp

STATE OF TEXAS )  
COUNTY OF MIDLAND ) ss

On this 1<sup>st</sup> day of September, 1938, before me, a Notary Public, personally appeared Ray Sharp, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed. And the said Ray Sharp further declared himself to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said State and County the day and year last above written.



Mary C. Lyle  
Notary Public  
Mary C. Lyle  
7-14-38

My Commission expires:

IN THE RECORDER'S OFFICE

STATE OF MISSOURI )  
COUNTY OF JASPER ) ss

I, Edie Swingle, Recorder of Deeds for said County, do hereby certify that the within instrument of writing was, on the 2<sup>nd</sup> day of September, 1938, A.D., at 4 o'clock P.M., duly filed for record in this office, and is recorded in Book 1249 at Page(s) 282-283.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said office in Carthage, Missouri, this 2<sup>nd</sup> day of September, 1938.

By Carlen M. Swingle Deputy Edie Swingle Recorder



FILED FOR RECORD  
SEP 2 1938  
Edie Swingle



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IN 1340: 260

CONVEYANCE WARRANTY DEED

THIS INSTRUMENT, made on the 1<sup>st</sup> day of September, 1938,  
by and between ACME LAND COMPANY, a corporation duly organized  
under the laws of the State of Delaware, of the County of Jasper,  
State of Missouri, Party of the First Part, and JOSEPH C. HANSEN,  
of the County of Tulsa, State of Oklahoma, Party of the Second  
Part. (Mailing address of first named Grantee is: 404 West  
Albuquerque, Tulsa, Oklahoma, 74011.

W I T N E S S E T H

THAT SAID PARTY OF THE FIRST PART, in consideration of the  
sum of Ten and No/100 (\$10.00) Dollars and other valuable con-  
sideration, to it in hand paid by the said Party of the Second  
Part, the receipt of which is hereby acknowledged, does by these  
presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM, unto the  
said Party of the Second Part, his heirs and assigns, the  
following described lots, tracts or parcels of land, lying, being  
and situate in the County of Jasper, and State of Missouri,  
to-wit:

All of Lots Numbered Five (5) and Six (6) in  
CHILDRESS ADDITION to the City of Joplin,  
Jasper County, Missouri, according to the re-  
corded Plat thereof, together with the South  
One-Half (S 1/2) of vacated alley lying North  
of and adjoining said Lots 5 and 6, except land  
taken for street or highway purposes, and sub-  
ject to all easements, restrictions and reser-  
vations of record.

TO HAVE AND TO HOLD, the premises aforesaid, with all and  
singular the rights, privileges, appurtenances and immunities  
thereto belonging or in anywise appertaining, unto the said Party  
of the Second Part and unto his heirs and assigns forever,  
the said Acme Land Company hereby covenanting that it is lawfully  
seised of an indefeasible estate in fee in the premises herein  
conveyed; that it has good right to convey the same; that the  
said premises are free and clear from any incumbrance done or

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COO 1386/1523

File Number 15277

## TO: EASEMENT

In consideration of the sum of One & no/100 Dollars (\$ 1.00) records of which is hereby acknowledged, the undersigned hereby grant and convey unto The Empire District Electric Company, hereinafter referred to as the Company, its successors, assigns, licensees and agents, a permanent right-of-way to construct, repair, replace, erect, operate and maintain lines for the transmission and distribution of electrical energy and joint communication lines including the necessary poles, crossarms, wires, guy wires, anchors, markers, aerial and underground cables, conduits, vaults, equipment foundations and pad mount transformers, and all appurtenances thereof as may in the opinion of the Company be required from time to time over and under land of the undersigned, described as follows:

The Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section 32, Township 28, Range 32 in Jasper County, Missouri.

in Section 32 Township 28 Range 32 County of Jasper State of Missouri

The Company assumes the responsibility for the proper installation of overhead and underground lines and agrees to spare the undersigned harmless from any and all damage caused to the undersigned's property due to the negligence of the Company, its agents and employees.

The Company is hereby granted the right and permission to clear, remove and keep clear of trees, limbs, roots and other obstructions which in the opinion of the Company might damage, endanger, or interfere with the operation or safety of said lines for a distance of 10 feet on both sides of centerline of said lines, and to enter upon said land and right-of-way for the purpose of replacing and repairing said lines and keeping same in order, and in making examination thereof at any time so long as such lines shall be maintained and operated.

The Company agrees that the undersigned shall have full and free use of said right-of-way for farming, grazing and other purposes, subject to the rights herein granted to it, provided that no operation or construction shall be performed by the undersigned on the right-of-way herein granted which might in the opinion of the Company damage, endanger or interfere with the operation or safety of said lines.

The undersigned, for themselves, their heirs, successors and assigns, warrant that they are the owners of the land herein conveyed and have the right to make this conveyance and receive the paymore therefor; and covenant that The Empire District Electric Company, its successors and assigns, may quietly enjoy the premises for the uses herein stated, and that they will not create or permit any obstruction which may endanger or interfere with the construction, operation and maintenance of said systems.

ACHE LAND COMPANY

By: Ray Sharp

Ray Sharp, President

Suzanne C. Sharp II

Suzanne C. Sharp II, Secretary-Treasurer

Accepted: THE EMPIRE DISTRICT ELECTRIC COMPANY

Date Signed: November 21, 1990Company Agent: Rick HendricksBy: D. A. VICE

(VICE PRESIDENT)

D. A. VICE

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EDIE SWINGLE  
By Helen L. MacLean  
Revised  
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 1267: Kalam Beach Dr 9/127 Super 680-

no 1349-298

suffered by it or those under whom it claims; and that Acme Land Company will warrant and defend the title of the said premises unto the said Party of the Second Part and unto his heirs and assigns forever, against the lawful claims and demands of all persons whomsoever, except taxes for 1988 and thereafter.

IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be signed by its President and attested by its Secretary, and the corporate seal to be hereto attached, the day and year first above written.

ACME LAND COMPANY

By Raymond D. Sharp  
Raymond D. Sharp, President

Simon P. Moore  
Simon P. Moore, Assistant Secretary

FILED FOR RECORD  
SEP 2 1988  
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STATE OF TEXAS )  
COUNTY OF MIDLAND ) ss

Leticia Amador recorder

On this 1st day of September, 1988, before me, appeared Raymond D. Sharp, to me personally known, who, being by me duly sworn, did say that he is the President of Acme Land Company, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Raymond D. Sharp acknowledged said instrument to be the free act and deed of said corporation.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal at my office in Midland, the day and year first above written.

Mary C. Lyle  
Notary Public  
Mary C. Lyle  
Commission expires: 4-16-91

IN THE RECORDER'S OFFICE  
STATE OF MISSOURI )  
COUNTY OF JASPER ) ss

I, Edie Swingle, Recorder of Deeds for said County, do hereby certify that the within instrument of writing was, on the 2nd day of September, 1988, A.D., at 4:03 o'clock P..M., duly filed for record in this office, and is recorded in Book 142 at Page(s) 287-290.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said office at Carthage, Missouri, this 2nd day of September, 1988.

By Edie Swingle Recorder